

Maam Dixon Energy Inc.

BOOK 0723 PAGE 0217

DECLARATION AND NOTICE OF POOLED UNIT

MICHAEL SOUTHWORTH SOUTH UNIT

This Declaration and Notice of Pooled Unit dated February 7, 2011, is executed to be effective as of February 7, 2011, by the undersigned parties, who collectively own the leasehold estates created under those certain oil and gas leases and any renewals, extensions, ratifications and amendments thereof which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leases"), or who collectively own an interest in the oil and gas estate in the lands described in the Leases, and who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the Leases and oil and gas estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land and leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and oil and gas estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned to efficiently and effectively develop the oil and gas rights within such unit.

WHEREAS, Chesapeake Appalachia, L.L.C. is the Operator of the gas well(s) in the pooled unit and executes this document on behalf of itself and as agent for all interest owners in the leases to the extent that they do not separately join in the execution hereof.

NOW, THEREFORE, in order to establish and provide proper notice for the creation of the hereinafter described unit, the undersigned hereby declare as follows:

1. Declaration of Unit: In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the oil and gas estates therein, to the extent necessary to form and create a pooled unit as described below. Production from the unit shall be allocated among all of the Leases and tracts within the unit in the proportion that the number of surface acres of each lease and tract included within the unit bears to the total number of surface acres in the unit, as described in Exhibit "A".

2. Unit Name: The pooled unit created hereby shall be known as the "**Michael Southworth South Unit**" ("the Unit").

3. Description of Unit: The Unit shall consist of **629.272591 acres**, more or less, being all or a portion of the Leases listed on Exhibit "A" INsofar AND ONLY INsofar as the Leases fall within the boundary more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes. This Declaration and Notice of Pooled Unit covers all production from the lands described on Exhibit "A" and Exhibit "B" which is produced from any well drilled

within the Unit. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B", Exhibit "A" shall supersede and control.

4. Effect of Pooled Unit. The effect of this Declaration and Notice of Pooled Unit shall be that operations and/or production (or the equivalent as in the case of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate tract sufficient to extend and maintain each included lease in the Unit.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration and Notice of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit; (ii) to include in the Unit additional lands and oil and gas leases, or interests in the lands described therein, covering interests in the Unit, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein; (iii) to include in the Unit full or undivided interests in the Unit which are not otherwise included herein by the respective owner of such full or undivided interests; and (iv) to change the allocation of oil and gas production attributable to the various lands, leases and owners thereof to conform with (i) – (iii) above.

6. Dissolution of Unit: The Unit formed hereby may be dissolved by Chesapeake Appalachia, L.L.C., acting as the Operator of the Unit, with the consent of the undersigned, at any time by filing an appropriate instrument of record in Marshall County, West Virginia, after any failure to establish unit production or after cessation of operations upon the Unit.

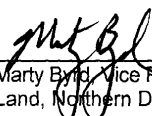
7. Binding upon Assigns and Successors: This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties.

8. Counterparts. This document may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which, when taken together, will be deemed to constitute one and the same document as if all signatures were included therein. The failure of one or more of the signatory parties listed below to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

9. Effective Date: This Unit shall remain in force from the effective date listed hereinabove and for as long as oil and gas are being produced from the Unit, or so long as the Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms and provisions of the Leases.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes from the effective date listed hereinabove.

Chesapeake Appalachia, L.L.C.
an Oklahoma limited liability company

By: 

Marty Byrd, Vice President --
Land, Northern District, Eastern Division

Statoil USA Onshore Properties Inc.

By: M.K. Williams
M.K. Williams, Land Manager – Onshore Gas

CORPORATE ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS:

On this, the 7 day of February, 2011, before me Sally Glenn, the undersigned officer, personally appeared Marty Byrd, who acknowledged himself to be the Vice President – Land, Northern District, Eastern Division of Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, and that he as such Vice President – Land, Northern District, Eastern Division, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Land, Northern District, Eastern Division.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



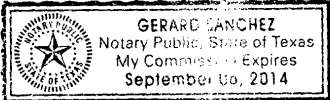
My Commission Expires: _____
Signature/Notary Public: Sally Glenn
Name/Notary Public (print): _____

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HARRIS) SS:

On this, the 8TH day of FEBRUARY, 2011, before me GERARD SANCHEZ, the undersigned officer, personally appeared M. K. Williams, who acknowledged himself to be the Land Manager – Onshore Gas of Statoil USA Onshore Properties Inc., a corporation, and that he as such Land Manager – Onshore Gas, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Land Manager – Onshore Gas.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 9-6-2014
Signature/Notary Public: Gerard Sanchez
Name/Notary Public (print): GERARD SANCHEZ

This document prepared by:
Chesapeake Appalachia, L.L.C.
6100 N. Western Avenue
P.O. Box 18496
Oklahoma City, OK 73118

Jan Pest
MARSHALL County 01:41:48 PM
Instrument No 1299853
Date Recorded 02/10/2011
Document Type O&G
Pages Recorded 5
Book-Page 723-217
Recording Fee \$5.00
Additional \$6.00

Signature Page to that certain Declaration and Notice of Pooled Unit between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties, Inc. covering the Michael Southworth South Unit.

EXHIBIT "A"

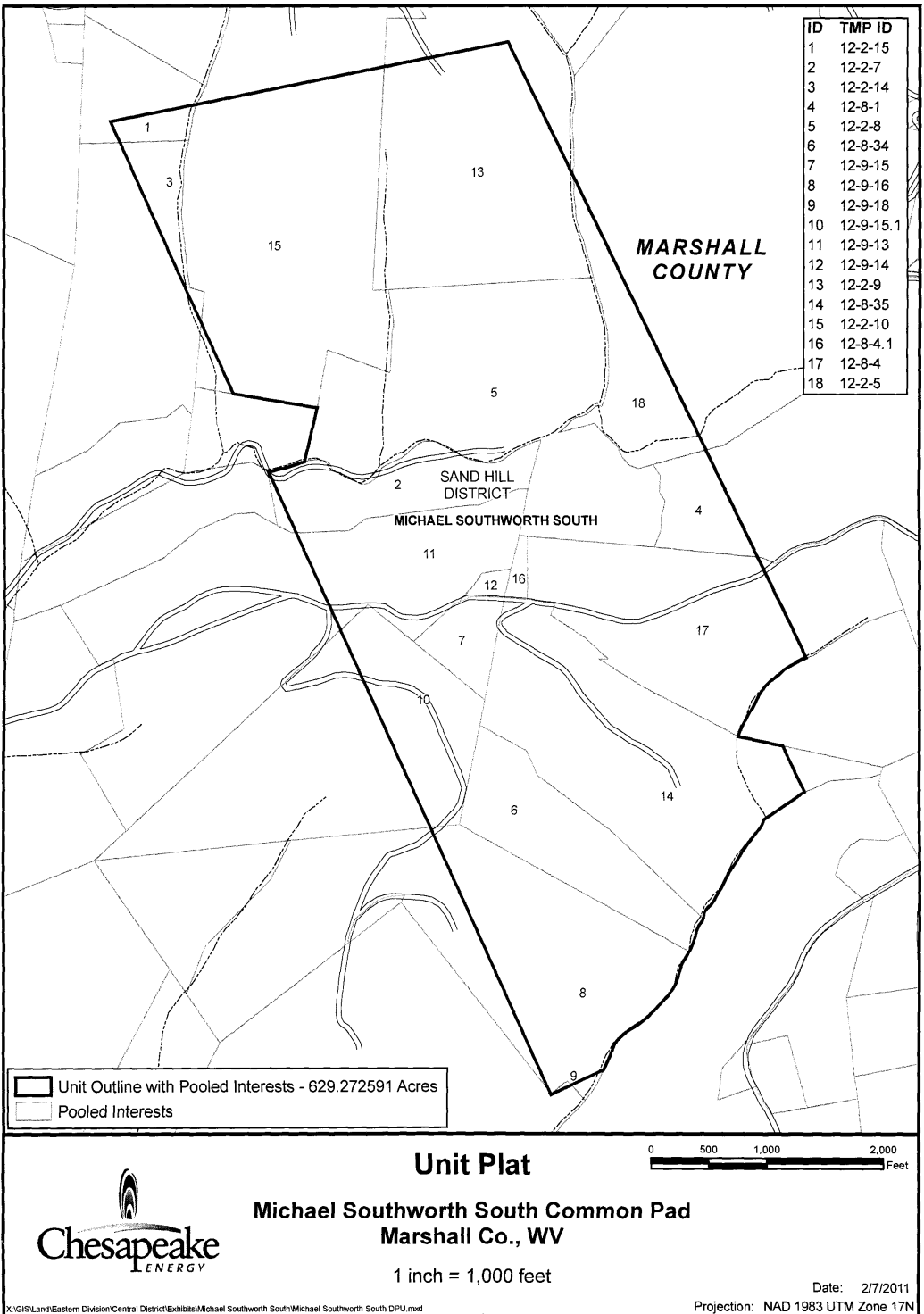
Attached to and made a part of that Declaration and Notice of Pooled Unit dated February 7, 2011, but effective February 7, 2011, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.

MICHAEL SOUTHWORTH SOUTH UNIT Marshall County, West Virginia

CHESAPEAKE LEASE ID	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	TAX MAP PARCEL ID NUMBERS	TITLE ACRES	NET ACRES
1-268314-000	ROBERT B ELLIOT, A MARRIED MAN	CHESAPEAKE APPALACHIA, L.L.C.	12/17/2008	BOOK 676, PAGE 179	SANDHILL	12-2-10	166.260000	47.229709
1-280315-001	WILLIAM EDGE JR & BARBARA EDGE	CHESAPEAKE APPALACHIA, L.L.C.	5/15/2009	BOOK 684, PAGE 583	SANDHILL	12-2-15	17.280000	1.769948
1-280315-002	DAVID WAYNE EDGE & THERESA T	CHESAPEAKE APPALACHIA, L.L.C.	5/15/2009	BOOK 684, PAGE 584	SANDHILL	12-2-15	17.280000	1.769948
1-264256-000	NORMA TUBAUGH	CHESAPEAKE APPALACHIA, L.L.C.	9/11/2008	BOOK 673, PAGE 538	SANDHILL	12-2-5	215.000000	21.255722
1-297038-000	GFP CORPORATION	CHESAPEAKE APPALACHIA, L.L.C.	2/10/2010	BOOK 700, PAGE 209	SANDHILL	12-2-7	21.540000	20.732535
1-324625-000	JOHN W GREGORY & DONNA R	CHESAPEAKE APPALACHIA, L.L.C.	12/20/2006	BOOK 653, PAGE 367	SANDHILL	12-2-8	93.440000	93.440000
1-265755-000	RICHARD S REINEKE AND	CHESAPEAKE APPALACHIA, L.L.C.	12/13/2008	BOOK 676, PAGE 341	SANDHILL	12-2-9	109.212000	75.002408
1-324232-001	PEGGY SUE MOWDER	GREAT LAKES ENERGY PARTNERS,	7/7/2006	BOOK 655, PAGE 85	SANDHILL	12-8-1	121.210000	4.162403
1-324232-002	CARL W GODDARD JR AND JOHN	GREAT LAKES ENERGY PARTNERS,	7/11/2006	BOOK 655, PAGE 354	SANDHILL	12-8-1	121.210000	8.324806
1-324617-000	CALVIN C MERINAR	GREAT LAKES ENERGY PARTNERS,	2/10/2006	BOOK 652, PAGE 32	SANDHILL	12-8-34	71.460000	42.648759
1-324629-000	HILDA A PORTER	GREAT LAKES ENERGY PARTNERS,	6/7/2006	BOOK 654, PAGE 152	SANDHILL	12-9-13	130.700000	39.617677
1-324645-000	JAMES M MERINAR & BELINDA J	GREAT LAKES ENERGY PARTNERS,	5/4/2006	BOOK 655, PAGE 81	SANDHILL	12-9-15,1	75.000000	23.463303
1-324628-000	MELVIN W KAHL JR AND	GREAT LAKES ENERGY PARTNERS,	4/28/2006	BOOK 654, PAGE 270	SANDHILL	12-9-16	104.750000	52.015349
1-324626-000	CALVIN C MERINAR	GREAT LAKES ENERGY PARTNERS,	1/23/2006	BOOK 653, PAGE 365	SANDHILL	12-9-18	146.850000	0.111346
1-312581-001	MABLE RIGGLE	CHESAPEAKE APPALACHIA, L.L.C.	11/18/2010	PENDING	SANDHILL	12-2-10	166.260000	18.891884
1-312581-002	ELM GROVE METHODIST	CHESAPEAKE APPALACHIA, L.L.C.	12/1/2010	PENDING	SANDHILL	12-2-10	166.260000	7.084456
1-312581-003	GREGORY WILLIAMS	CHESAPEAKE APPALACHIA, L.L.C.	12/29/2010	PENDING	SANDHILL	12-2-10	166.260000	7.084456
1-312581-004	DELORES E WILLIAMS	CHESAPEAKE APPALACHIA, L.L.C.	12/21/2010	PENDING	SANDHILL	12-2-10	166.260000	9.445942
1-312581-005	SALVATION ARMY	CHESAPEAKE APPALACHIA, L.L.C.	11/18/2010	PENDING	SANDHILL	12-2-10	166.260000	4.722971
PENDING	CHESTER A GIZA	TRIENERGY HOLDING, LLC	2/5/2010	BOOK 697, PAGE 484	SANDHILL	12-2-14	59.150000	8.068443
PENDING	LARRY R RICHEY, AKA RANDY	TRIENERGY HOLDING, LLC	12/8/1935	BOOK 691, PAGE 90	SANDHILL	12-8-35	85.790000	81.926134
1-306024-000	JOHN JOSEPH SR AND ALICE JOANN JOSEPH	CHESAPEAKE APPALACHIA, L.L.C.	6/2/2010	BOOK 710, PAGE 390	SANDHILL	12-8-4,1	80.330000	60.504392
TOTAL UNIT ACRES:							629.272591	

Exhibit "B"

Attached to and made a part of that Declaration and Notice of Pooled Unit dated February 7, 2011, effective as of February 7, 2011, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.



STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 7th day of February, 2011, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 10th day of February, 2011 at 1:41 o'clock P.M.

TESTE: Jan Pest

Clerk.